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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---X

GRISEL NANDUCA, et al.,

Plaintiffs,

-v-

R & A KING CORP., et al.,

Defendants.

---X

15-CV-7669 (JMF)

ORDER

JESSE M. FURMAN, United States District Judge:

By letter dated March 22, 2016, the parties in this action, brought pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, advised the Court that they had agreed to a settlement. By Order entered March 23, 2016, the Court directed the parties to submit the attached Settlement Agreement for the Court's review as well as a joint letter explaining the basis for the proposed settlement and why it should be approved, with reference to the factors set forth in *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012).

The Court, having reviewed the parties' joint letter of April 6, 2016, finds that the settlement is fair and reasonable, given both the nature and scope of the Plaintiff's individual claim as well as the risks and expenses involved in additional litigation. *See id.* Although the FLSA places "strict limits on an employee's ability to waive claims . . . for fear that employers would [otherwise] coerce employees into settlement and waiver," *id.* at *1 (citation omitted), these concerns are not as relevant when the plaintiff no longer works for the defendant, as is the case here, *cf. Lujan v. Cabana Mgmt., Inc.*, No. 10-CV-755 (ILG), 2011 WL 3235628, at *2 (E.D.N.Y. July 27, 2011) (noting "the risk of explicit or implicit coercion in the employment context" in FLSA litigation); *Gortat v. Capala Bros., Inc.*, 07-CV-3629 (ILG) (SMG), 2009 WL 3347091, at *11 (E.D.N.Y. Oct. 16, 2009), *report and recommendation adopted by* 07-CV-3629 (ILG), 2010 WL 1423018 (E.D.N.Y. Apr. 9, 2010) (noting the heightened concern over coercion in FLSA litigation when plaintiffs "are involved in an ongoing business relationship with defendants, and . . . are dependent on defendants for employment").

In addition, although the proposed award of attorney's fees is high relative to the size of the Plaintiff's claim and recovery, the Court sees no basis to reduce the fee where, as here, there are no opt-in plaintiffs, the case is not a collective action, and the attorney's fee award is based on an agreement between Plaintiff and his attorney. *See Picerni v. Bilingual Seit & Preschool Inc.*, 925 F.Supp.2d 368, 377 n.3 (E.D.N.Y. 2013) ("Unless there is a basis to presume conflict and antagonism between the plaintiff and his attorney — i.e., that the plaintiff's attorney is receiving a larger fee at the expense of his client's wage claim . . . then the basis upon which the attorney's fee is determined should be of no interest to the court, just as it is of no interest in most other kinds of private litigation."). In fact, here, Plaintiff's counsel has agreed to accept a lower fee than he was entitled to under the agreement with Plaintiff. (Docket No. 26, at 4). Accordingly, the Court approves the settlement and dismisses the case with prejudice.

The Clerk of the Court is directed to close this case. All pending motions are moot. All conferences are cancelled.

SO ORDERED.

Dated: New York, New York
April 13, 2016

JESSE M. FURMAN
United States District Judge

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Settlement Agreement") is made and entered into by and between GRISEL NANDUCA ("CLAIMANT" or "Plaintiff"), and R&A KING CORP. d/b/a TAAM TOV (hereinafter the "Corporate Defendant"),[1] ROBEN KATANOV and AVI KOIUNOV, improperly sued herein as ABBY COHEN (hereinafter the "Individual Defendants") (collectively hereinafter the "Defendants") (CLAIMANT and the Defendants are jointly referred to in this Settlement Agreement as the "Settling Parties"), as of April 6, 2016.

RECITALS

A. WHEREAS, on or about September 29, 2015, CLAIMANT filed an action (the "Action") against Defendants alleging, *inter alia*, that Defendants failed to pay him certain wages due in connection with services he performed for Defendants. The aforementioned Action is currently pending in the United States District Court, Southern District of New York, Case No. 15-CV-7669 (JMF) (KNF);

B. WHEREAS, no court has considered or determined the claims presented;

C. WHEREAS, Defendants admit no wrongdoing nor any liability with respect to CLAIMANT'S allegations;

D. NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants, warranties, and promises set forth below, the receipt of which is hereby acknowledged, the Settling Parties agree as follows:

AGREEMENT

1. Consideration. The Settling Parties are entering into this Settlement Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CLAIMANT agrees that he will not seek any further consideration from Defendants, including any monetary payment, beyond that which is set forth in Paragraph 2 of this Settlement Agreement.

2. Settlement Compensation and Full General Release.

Defendants agrees to pay CLAIMANT a total settlement amount of $20,000 ("Settlement Payment"), inclusive of attorneys' fees, as follows:

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[1] The parties hereby recognize that the Corporate Defendant was dissolved in or about July 2015. As such, it is a nominal party to this agreement by way of it's inclusion in Plaintiff's lawsuit. Moreover, because it is dissolved and its affairs have been wound down, the Individual Defendants have no authority to act on the Corporate Defendant's behalf.

a. Upon the execution of the Settlement Agreement, Defendants shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a certified check in the amount of $10,000.00, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

b. Thirty (30) days after the execution of the Settlement Agreement, Defendants shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a certified check in the amount of $5,000.00, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

c. Sixty (60) days after the execution of the Settlement Agreement, Defendants shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a certified check in the amount of $5,000.00, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

The Payment is in consideration of a complete settlement, release, and waiver of all claims of any and every kind, including, but not limited to, claims for alleged lost or unpaid wages; benefits; compensation; mental, physical or other personal injuries; pain and suffering; attorney's fees; costs; and, any other relief of any kind, known or unknown, asserted or unasserted, that CLAIMANT may have against the Defendants; and

Regardless of any tax withholding or other deductions, CLAIMANT must ensure that all of his tax obligations relating to the Payment properly are paid. In the event that any federal, state or local taxing authority or court determines that taxes, interest and/or penalties are due and owing by Plaintiff as a result of the Payment, such taxes, interest, penalties or other liabilities shall be the sole obligation and liability of CLAIMANT, who agrees to hold harmless and indemnify the Defendants from any of his tax-related liability

For and in consideration of the payments provided for in this Paragraph 2, subject to the terms and provisions of this Settlement Agreement, CLAIMANT fully, finally, irrevocably and forever releases and discharges Defendants from any and all causes of action, including – but not limited to – federal and New York State wage and hour claims, which CLAIMANT has or may have against Defendants, whether asserted in this action or not. This includes, but is not limited to, a release of any claims or rights CLAIMANT may have under federal, state or local law or regulation or common law. The parties agree that Defendants will only issue a 1099 form to Lee Litigation Group, PLLC, who shall issue a 1099 form to CLAIMANT.

Additionally, CLAIMANT shall execute all documents that may be needed to settle, waive, dismiss and withdraw, with prejudice, any and all claims of every and any kind, whether known or unknown, asserted or unasserted, that CLAIMANT has or may have against Defendants relative to any matter of any kind whatsoever existing or which could exist as of the date of the execution of this Agreement. No claim against Defendants shall survive this Agreement.

If any claim is not subject to a release, to the extent permitted by law, CLAIMANT waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the Defendants is a party. In the event any class or collective action is brought against Defendants, which includes or may include CLAIMANT, upon learning of CLAIMANT's inclusion, CLAIMANT immediately shall withdraw therefrom without obtaining or accepting any relief or recovery.

Nothing in this Agreement prohibits or prevents CLAIMANT from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency, nor does anything in this Agreement preclude, prohibit, or otherwise limit, in any way, CLAIMANT's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, CLAIMANT agrees that if such administrative claim is made, he shall not be entitled to recover any individual monetary relief or other individual remedies (and all monies paid hereunder shall be a set-off against any relief or recovery).

CLAIMANT acknowledges that he may discover facts or law different from, or in addition to, the facts or law he knows or believes to exist with respect to a released claim. He agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

Concurrent with the execution of this Agreement, each of ROBEN KATANOV and ABBY COHEN shall execute a Confession of Judgment in an amount equal to two times the remaining balance at the time of default, but subject to a minimum amount of $10,000 at all times, with a maximum amount of $30,000, the forms of which are appended hereto as **Exhibits A-B,** which shall be given to Plaintiff's counsel to be held in escrow to secure the payment obligations of the Defendants hereunder. The Confessions of Judgment shall not be filed unless and until Defendants default in payment and Plaintiff's counsel provides notice via facsimile (516) 328-0082 and e-mail (emanuel@mllaborlaw.com) to Defendants' counsel, and Defendants do not timely cure the breach. Defendants will have a ten (10) day grace period from the date on which CLAIMANT's counsel provides written notice to make each payment, after which any such non-payment shall be considered a default, without any further notice required to be made of such default. Once the Defendants have made full payment in accordance with the terms of this Agreement, the confessions of judgment shall be null and void and returned to Defendants.

In the Event of Default under the Settlement Agreement, Plaintiff shall be entitled to enter a money judgment against Defendants based on the Affidavits of Confession of Judgment.

3. Voluntary Dismissal With Prejudice. Upon the execution of the Settlement Agreement, Plaintiff will file a Stipulation of Dismissal With Prejudice in the Action, in the form annexed hereto as **Exhibit C**.

4. No Other Entitlement.

(a) CLAIMANT affirms that he has not filed, caused to be filed, or presently is a party to any claim against Defendants in any forum except for the matter pending before the United States District Court Southern District of New York (case no. 15-CV-7669 (JMF) (KNF) which he immediately agrees to withdraw with prejudice.

(b) CLAIMANT further affirms that, following this settlement, he: (i) has been paid and has received all compensation, wages, bonuses, commissions, benefits and/or other monies to which he was entitled from Defendants and that no leave (paid or unpaid), compensation, wages, or benefits are due to his from Defendants; (ii) has been paid in full for all hours worked; and (iii) is not entitled to any monies, relief or recovery whatsoever, except as set forth in paragraph "2" of this Agreement;

(c) CLAIMANT further affirms that he has no known workplace injury or occupational disease for which a claim for workers' compensation benefits could be made or an award of benefits could be issued against Defendants;

(d) CLAIMANT is not a Medicare beneficiary as of the date of this release and no conditional payments have been made by Medicare for any reason whatsoever.

5. No Admission of Wrong Doing. The Defendants deny each and every allegation of wrongdoing, including, but not limited to, the allegations and statements contained in the Complaint, any proceeding, document, or statement whatsoever by or on behalf of CLAIMANT against Defendants. Neither the making of this Agreement nor anything contained herein shall be construed or considered in any way to be an admission by Defendants of guilt or noncompliance with any federal, state or local statute, order, regulation or ordinance, public policy, tort law, contract (whether oral or written, express or implied), common law, Defendant's policies, practices, benefit plans, compensation plans or procedures, or of any other wrongdoing whatsoever.

7. Nondisparagement. CLAIMANT and Defendants mutually agree that they will not disparage each other and will say or do nothing to bring discredit upon the other.

8. Severability and Modification. If any provision of this Agreement is declared illegal or unenforceable by any court, administrative agency or other entity, the court, administrative agency or other entity has the full authority to interpret or modify all such provisions to be enforceable and is directed to do so. If such interpretation or modification is not possible, such provision immediately shall become null and void, leaving the remainder of this Agreement in full force and effect. However, if the general and unlimited release of all claims contained herein is limited or held to be null and void, (i) this Agreement shall be interpreted to bar any claim CLAIMANT may assert against Defendants; (ii) CLAIMANT shall execute an enforceable general and unlimited release of all claims on behalf of CLAIMANT against Defendants without receiving additional consideration. However, if (8)(i) and (ii) cannot be done, as a matter of law, then CLAIMANT shall return, upon demand by the Defendants, the Payment made hereunder, or, if return of the Payment is not permitted by law and any claim is found not to be settled, waived or barred for any reason, such gross amount shall be set-off completely against any settlement or recovery.

9. Entire Agreement.

(a) This Agreement represents the complete understanding among the Parties (except in the event that the Court rejects this proposed settlement) and shall be interpreted under New York law, without regard to its conflict or choice of laws provisions, to effect a full general and unlimited release of all actual or potential claims, whether known or unknown, that CLAIMANT may have against Defendants;

(b) No other promises or agreements shall be binding or shall modify this Agreement. This Agreement can be modified only as provided in paragraph 9, above, or by a written document, signed by CLAIMANT and an authorized representative or representatives of Defendants, that recites the specific intent to modify this Agreement;

(c) This Agreement is the product of mutual negotiations among the parties with the assistance of counsel and shall not be construed against any party as the primary author of the Agreement; and

(d) CLAIMANT acknowledges that he has not relied on any representation, promise, or agreement of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

10. Competence to Waive Claims. CLAIMANT is competent to affect a knowing and voluntary general and unlimited release of all claims, as contained herein, and to enter into this Agreement and is not affected or impaired by illness, use of alcohol, drugs, medication or other substances or otherwise impaired to the extent that he lacks a clear and complete understanding of this Agreement. CLAIMANT is not a party to any bankruptcy, lien, creditor-debtor or other proceeding which would impair the right to settle all claims, to waive all claims and to indemnify Defendants from any claims by or relating to CLAIMANT.

11. Jurisdiction. The Settling Parties consent that the federal district court where the Action was originally filed will retain jurisdiction over any question or dispute arising out of or pursuant to this Settlement Agreement. The Settling Parties waive their respective rights to a jury.

12. Headings. The Settling Parties understand and agree that the headings in this Settlement Agreement are for their convenience only, and have no legal significance.

13. Execution.

(a) The meaning, effect and terms of this Agreement have been fully explained to CLAIMANT by his counsel, Lee Litigation Group, PLLC CLAIMANT fully understands that this Agreement releases, settles, bars and waives any and all claims that he could possibly have against Defendants. CLAIMANT selected his counsel voluntarily and is fully satisfied with the advice and counsel provided by Lee Litigation Group, PLLC;

(b) CLAIMANT confirms he has not been induced by any representation or promise that does not expressly and unequivocally appear in this Agreement or by any act or omission of Defendants to execute this Agreement; and,

(c) This Agreement may be executed in counterparts and each counterpart shall, for all purposes, be deemed to be an original and in full force and effect and all such counterparts shall together constitute one and the same document. A signed .pdf copy shall, for all purposes, be deemed an original and in full force and effect. However, the Agreement will not be binding on Defendants, and Defendants will not be obligated to provide the Payment until after authorized agents of Defendants execute the Agreement.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH 4 ABOVE, CLAIMANT FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST DEFENDANTS.

IN WITNESS THEREOF, the Settling Parties hereto knowingly and voluntarily executed this Agreement by their signature as of the date set forth below.

____
GRISEL NANDUCA ; by CK Lee as attorney

R&A KING CORP.

By: ______________________________
Name:
Title:

____
ROBEN KATANOV

____
AVI KOIUNOV

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRISEL NANDUCA, *on behalf of himself, FLSA Collective Plaintiffs and the Class,* Plaintiff, -against- R & A KING CORP. d/b/a TAAM TOV, ROBEN KATANOV and ABBY COHEN, Defendants.	DOCKET NO. 15 CV 7669 AFFIDAVIT OF CONFESSION OF JUDGMENT

STATE OF NEW YORK }
} **ss.:**
COUNTY OF NEW YORK }

ROBEN KATANOV (the "Undersigned") being duly sworn, or through and by a duly sworn representative with authority to bind the Undersigned, does depose and say:

1. That I make this affidavit on my own behalf.
2. The Undersigned hereby confesses judgment, and authorizes entry of judgment against ROBEN KATANOV in the sum of two times the remaining balance of the Settlement Payment pursuant to the terms of the Settlement Agreement and Release among the Plaintiff and Defendants (the "Agreement," which is incorporated herein), a maximum of which can be Thirty Thousand Dollars ($30,000), and subject to a minimum amount of Ten Thousand Dollars ($10,000), together with interest from the date of the default to the date of entry of judgment, computed as provided in 28 U.S.C. § 1961; statutory costs pursuant to 28 U.S.C. §§ 1920, 1921, 1923 and 1924, and reasonable attorneys' fees and interest, computed as provided in 28 U.S C. § 1961 incurred in entering and enforcing the judgment. In the event of default, the Undersigned shall provide his Social Security number to Plaintiff's counsel.
3. Once the Defendants have made full payment in accordance with the terms of the Agreement, this confession is withdrawn and shall be null and void.

4. In the Event of Default under the Agreement, Plaintiff shall be entitled to enter a money judgment against Defendant based on this Affidavit of Confession of Judgment.
5. This confession of judgment is for a debt justly due to Plaintiff pursuant to the agreement dated as of April 6, 2016, and the Defendants' default in payment under the Agreement.
6. This confession of judgment may only be filed by Plaintiff's counsel, C.K. Lee Esq., pursuant to the terms of the Agreement.

CONFESSION BY ROBEN KATANOV

____
ROBEN KATANOV Dated: 4/5________, 2016

ACKNOWLEDGMENT

On this 5th day of April 2016, before me personally came ROBEN KATANOV and that he, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing his name.

Sworn to before me
this 5th day of April, 2016

____
Notary Public

EMANUEL KATAEV
NOTARY PUBLIC, State of New York
Reg. No, 01KA6171632
Qualified in Queens County
Commission Expires July 30, 2019

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

GRISEL NANDUCA, *on behalf of himself, FLSA Collective Plaintiffs and the Class,* Plaintiff, -against- R & A KING CORP. d/b/a TAAM TOV, ROBEN KATANOV and ABBY COHEN, Defendants.	INDEX NO. ___________ AFFIDAVIT OF CONFESSION OF JUDGMENT

STATE OF NEW YORK }
} **ss.:**
COUNTY OF NEW YORK }

ROBEN KATANOV, (the "Undersigned") being duly sworn, or through and by a duly sworn representative with authority to bind the Undersigned, does depose and say: that deponent is authorized to make this affidavit on behalf of himself herein.

The Undersigned hereby confesses Judgment herein and authorizes entry thereof against the Undersigned in the sum of two times the remaining balance of the Settlement Payment pursuant to the terms of the Settlement Agreement and Release among the Plaintiff and Defendants (the "Agreement"), a maximum of which can be Thirty Thousand Dollars ($30,000), and subject to a minimum amount of Ten Thousand Dollars ($10,000).

The Undersigned resides ~~at ____________________, in~~ (R.K.) the County of Queens________, State of New York.

This confession of judgment is for a debt justly due and owing to Plaintiff arising from the following facts:

An action was commenced by the Plaintiff against the Defendants above captioned in the United States District Court for the Southern District of New York for the payment of certain claimed overtime wages and liquidated damages pursuant to the Fair Labor Standards Act as well as the New York State Labor Law. That action was settled pursuant to the Agreement which provided for payments in installments, and in reliance thereon, the District Court action was discontinued.

Now, the said defendant having defaulted in payments pursuant to the terms of that agreement, judgment may be entered in the sum of two times the remaining balance of the Settlement Payment pursuant to the terms of the Agreement, a maximum of which can be Thirty Thousand Dollars ($30,000), and subject to a minimum amount of Ten Thousand Dollars ($10,000), provided however that Plaintiff's counsel, C.K. Lee, Esq., shall submit an affirmation together with any application for the entry of judgment hereon, and in such affidavit he shall recite that no payments have been made pursuant to the agreement, or, to the extent that payments have been made prior to the application for the entry of judgment, he shall state the amount thereof and provide for his compliance with the cure provisions in the Agreement.

Once Defendants have made full payment in accordance with the terms of the Agreement, this confession is withdrawn and shall be null and void. In the Event of Default under the Settlement Agreement, Plaintiff shall be entitled to enter a money judgment against Defendant based on this Affidavit of Confession of Judgment.

This affidavit, if made in connection with an agreement for purchase for $1,500 or less of any commodities for any use other than a commercial or business use upon any plan of deferred payments whereby the price or cost is payable in two or more installments, was executed subsequent to the time a default occurred in the payment of an installment thereunder.

CONFESSION BY ROBEN KATANOV

____
ROBEN KATANOV

Dated: 4/5, 2016

ACKNOWLEDGMENT

On this 5th day of April 2016 before me personally came ROBEN KATANOV and that he, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing his name.

Sworn to before me
this 5th day of April, 2016

____
Notary Public

EMANUEL KATAEV
NOTARY PUBLIC, State of New York
Reg. No, 01KA6171632
Qualified in Queens County
Commission Expires July 30, 2019

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRISEL NANDUCA, *on behalf of himself, FLSA Collective Plaintiffs and the Class,* Plaintiff, -against- R & A KING CORP. d/b/a TAAM TOV, ROBEN KATANOV and ABBY COHEN, Defendants.	DOCKET NO. 15 CV 7669 AFFIDAVIT OF CONFESSION OF JUDGMENT

STATE OF NEW YORK }
} **ss.:**
COUNTY OF NEW YORK }

ABBY COHEN (the "Undersigned") being duly sworn, or through and by a duly sworn representative with authority to bind the Undersigned, does depose and say:

1. That I make this affidavit on my own behalf.
2. The Undersigned hereby confesses judgment, and authorizes entry of judgment against ABBY COHEN in the sum of two times the remaining balance of the Settlement Payment pursuant to the terms of the Settlement Agreement and Release among the Plaintiff and Defendants (the "Agreement," which is incorporated herein), a maximum of which can be Thirty Thousand Dollars ($30,000), and subject to a minimum amount of Ten Thousand Dollars ($10,000), together with interest from the date of the default to the date of entry of judgment, computed as provided in 28 U.S.C. § 1961; statutory costs pursuant to 28 U.S.C. §§ 1920, 1921, 1923 and 1924, and reasonable attorneys' fees and interest, computed as provided in 28 U.S C. § 1961 incurred in entering and enforcing the judgment. In the event of default, the Undersigned shall provide his Social Security number to Plaintiff's counsel.
3. Once the Defendants have made full payment in accordance with the terms of the Agreement, this confession is withdrawn and shall be null and void.

4. In the Event of Default under the Agreement, Plaintiff shall be entitled to enter a money judgment against Defendant based on this Affidavit of Confession of Judgment.
5. This confession of judgment is for a debt justly due to Plaintiff pursuant to the agreement dated as of April 6, 2016, and the Defendants' default in payment under the Agreement.
6. This confession of judgment may only be filed by Plaintiff's counsel, C.K. Lee Esq., pursuant to the terms of the Agreement.

CONFESSION BY ABBY COHEN

____
ABBY COHEN Dated: 4/5, 2016

ACKNOWLEDGMENT

On this 5th day of April 2016, before me personally came ABBY COHEN and that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing her name.

Sworn to before me
this 5th day of April, 2016

____
Notary Public

EMANUEL KATAEV
NOTARY PUBLIC, State of New York
Reg. No, 01KA6171632
Qualified in Queens County
Commission Expires July 30, 2019

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

GRISEL NANDUCA, *on behalf of himself, FLSA Collective Plaintiffs and the Class,* Plaintiff, -against- R & A KING CORP. d/b/a TAAM TOV, ROBEN KATANOV and ABBY COHEN, Defendants.	INDEX NO. __________ AFFIDAVIT OF CONFESSION OF JUDGMENT

STATE OF NEW YORK }
} **ss.:**
COUNTY OF NEW YORK }

ABBY COHEN, (the "Undersigned") being duly sworn, or through and by a duly sworn representative with authority to bind the Undersigned, does depose and say: that deponent is authorized to make this affidavit on behalf of himself herein.

The Undersigned hereby confesses Judgment herein and authorizes entry thereof against the Undersigned in the sum of two times the remaining balance of the Settlement Payment pursuant to the terms of the Settlement Agreement and Release among the Plaintiff and Defendants (the "Agreement"), a maximum of which can be Thirty Thousand Dollars ($30,000), and subject to a minimum amount of Ten Thousand ~~Dollars~~ ($10,000).

The Undersigned resides ~~at~~ A.K. __________, in the County of Queens _____, State of New York.

This confession of judgment is for a debt justly due and owing to Plaintiff arising from the following facts:

An action was commenced by the Plaintiff against the Defendants above captioned in the United States District Court for the Southern District of New York for the payment of certain claimed overtime wages and liquidated damages pursuant to the Fair Labor Standards Act as well as the New York State Labor Law. That action was settled pursuant to the Agreement which provided for payments in installments, and in reliance thereon, the District Court action was discontinued.

Now, the said defendant having defaulted in payments pursuant to the terms of that agreement, judgment may be entered in the sum of two times the remaining balance of the Settlement Payment pursuant to the terms of the Agreement, a maximum of which can be Thirty Thousand Dollars ($30,000), and subject to a minimum amount of Ten Thousand Dollars ($10,000), provided however that Plaintiff's counsel, C.K. Lee, Esq., shall submit an affirmation together with any application for the entry of judgment hereon, and in such affidavit he shall recite that no payments have been made pursuant to the agreement, or, to the extent that payments have been made prior to the application for the entry of judgment, he shall state the amount thereof and provide for his compliance with the cure provisions in the Agreement.

Once Defendants have made full payment in accordance with the terms of the Agreement, this confession is withdrawn and shall be null and void. In the Event of Default under the Settlement Agreement, Plaintiff shall be entitled to enter a money judgment against Defendant based on this Affidavit of Confession of Judgment.

This affidavit, if made in connection with an agreement for purchase for $1,500 or less of any commodities for any use other than a commercial or business use upon any plan of deferred payments whereby the price or cost is payable in two or more installments, was executed subsequent to the time a default occurred in the payment of an installment thereunder.

CONFESSION BY ABBY COHEN

____
ABBY COHEN
4/5, 2016

Dated:

ACKNOWLEDGMENT

On this 5th day of April 2016 before me personally came ABBY COHEN and that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing her name.

Sworn to before me
this 5th day of April, 2016

____
Notary Public

EMANUEL KATAEV
NOTARY PUBLIC, State of New York
Reg. No, 01KA6171632
Qualified in Queens County
Commission Expires July 30, 2019

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRISEL NANDUCA,
on behalf of himself and
FLSA Collective Plaintiffs,

Plaintiff,

-against-

15 CV 7669

R & A KING CORP. d/b/a TAAM TOV,
ROBEN KATANOV and
ABBY COHEN,

Defendants.

STIPULATION OF VOLUNTARY DISMISSAL PURSUANT TO F.R.C.P. 41(a)(1)(A)(ii)

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel(s) that the above-captioned action is voluntarily dismissed against Defendants, with prejudice, pursuant to the Federal Rules of Civil Procedure 41(a)(1)(A)(ii), without costs or attorneys' fees to any party.

For the Defendants:

By: ______________________
Emanuel Kataev, Esq.
Milman Labuda Law Group PLLC.
3000 Marcus Avenue, Suite 3W8
Lake Success, NY 11042-1073
Telephone: (516) 303-1395
Fax: (516) 328-0082
emanuel@mllaborlaw.com

Date: 4/5/2016

For the Plaintiff:

By: ______________________
C.K. Lee, Esq.
Lee Litigation Group, PLLC
30 East 39th Street, 2nd Floor
New York, New York 10016
Telephone: (212) 465-1188
Fax: (212) 465-1181
cklee@leelitigation.com

Date: 4-5-2016

SO ORDERED

____
U.S.D.J.

____
Dated